Remarks

The Office Action mailed October 1, 2007 has been carefully reviewed and the foregoing amendment has been made in consequence thereof.

Applicants respectfully submit that none of Medina, Harrell or Apte, considered alone or in combination, describe or suggest the claimed invention. As discussed below, at least one of the differences between the cited references and the present invention is that none of Median, Harrell or Apte, considered alone or in combination, describe or suggest a method for quoting reinsurance for a reinsurance company that includes authorizing electronic requests from one or more customer users *wherein the one or more customer users include users associated with insurance companies seeking a quote from the reinsurance company for reinsuring insurance policies underwritten by the insurance companies,* and providing data to an application server from the one or more customer users for the quote of reinsurance *wherein the data provided includes data relating to a specific insurance policy.* (Emphasis added.)

Notably, as discussed below, Medina, the primary reference cited in the present Office Action, does not describe, teach or even mention insurance or reinsurance. Accordingly, Medina cannot describe or teach a method for quoting reinsurance for a reinsurance company. Additionally, neither Harrell nor Apte make up for the deficiencies of Medina.

Moreover, Applicants respectfully submit that none of Medina, Harrell or Apte, considered alone or in combination, describe or suggest a method that includes *automatically requesting whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy wherein the profitability analysis indicates whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy,* and electronically communicating the quote for the reinsurance to the customer users including *electronically transmitting a reinsurance contract to the one or more customer users associated with the specific insurance policy.* (Emphasis added.)

Although Apte describes a system for underwriting profitability analysis and delivering this information to insurance decision makers, Apte does not describe or suggest automatically requesting whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy, wherein the profitability analysis indicates whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy. Notably, Apte does not describe or suggest a reinsurance company providing a profitability analysis to an insurance company that is seeking a quote for reinsurance from the reinsurance company.

Claims 1-37 are pending in this application. Claims 1-37 stand rejected.

The objections to the drawings for failing to comply with 37 CFR 1.84(p)(4) and 37 CFR 1.84(p)(5) are respectfully traversed. Applicants have amended the specification to add and/or correct certain reference characters to correspond with the figures. No new matter has been added. Accordingly, Applicants respectfully submit that the drawings comply with 37 CFR 1.84(p)(4) and 37 CFR 1.84(p)(5). For at least the reasons set forth above, Applicants request that the objections be withdrawn.

The rejection of Claims 16-18 and 22-23 under 35 U.S.C. § 102(b) as being anticipated by Medina et al. (U.S. Pub. No. 2002/0116210 ("Medina") is respectfully traversed.

Applicants respectfully submit that Medina does not describe or suggest the claimed invention. As discussed below, at least one of the differences between Medina and the present invention is that Medina does not describe or suggest a system for quoting reinsurance for a reinsurance company that is configured to receive electronic requests for reinsurance quotations from customer users wherein the customer users include users associated with insurance companies seeking a quote from the reinsurance company for reinsuring insurance policies underwritten by the insurance companies, and receive data from the customer users for the quote of reinsurance wherein the data provided includes data relating to a specific insurance policy.

Notably, Medina does not describe, teach or even mention insurance or reinsurance. Accordingly, Medina cannot describe or teach the system recited in the present claims.

Furthermore, Medina does not describe or suggest a system for quoting reinsurance for a reinsurance company that is configured to request whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy wherein the profitability analysis indicates whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy, and electronically communicate the quote for the reinsurance to the customer users including electronically transmitting a reinsurance contract to the customer users associated with the insurance company for the specific insurance policy.

Medina describes a computerized system and method for coordinating business information flow to permit a provider of goods or services to prepare a project proposal including a price quote for a project requested by a customer. Notably, Medina does not describe, teach or even mention insurance or reinsurance.

Claim 1 recites a system for quoting reinsurance for a reinsurance company, the system includes "a web server for receiving electronic requests for reinsurance quotations and for authenticating users generating the requests...an application server connected with the web server for formulating the quotation based upon the requests...and a database connected with the application server for storing the quotation and other data used in generating the quotation, wherein said system is further configured to...receive electronic requests for reinsurance quotations from customer users, the customer users including users associated with insurance companies seeking a quote from the reinsurance company for reinsuring insurance policies underwritten by the insurance companies...receive data from the customer users for the quote of reinsurance, wherein the data provided including data relating to a specific insurance policy...request whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy, wherein the profitability analysis indicating whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy...process the received data according to rules within the database to generate the quote for the reinsurance for the specific insurance policy...and electronically communicate the quote for

the reinsurance to the customer users including electronically transmitting a reinsurance contract to the customer users associated with the insurance company for the specific insurance policy."

As stated above, Medina does not describe, teach or even mention insurance or reinsurance. Accordingly, Medina does not describe or teach the system recited in Claim 16.

For at least the reasons set forth above, Claim 16 is submitted to be patentable over Medina.

Claims 17-18 and 22-23 depend from independent Claim 16. When the recitations of Claims 17-18 and 22-23 are considered in combination with the recitations of Claim 16, Applicants submit that dependent Claims 17-18 and 22-23 likewise is patentable over Medina.

The rejection of Claims 1-8, 11-13, 24-30 and 33-35 under 35 U.S.C. § 103(a) as being unpatentable over Medina in view of Harrell et al. (U.S. Pub. No. 2002/0156656) ("Harrell") is respectfully traversed.

Applicants respectfully submit that neither Medina nor Harrell, considered alone or in combination, describe or suggest the claimed invention. As discussed below, at least one of the differences between the cited references and the present invention is that neither Medina nor Harrell, considered alone or in combination, describe or suggest a method for quoting reinsurance for a reinsurance company that includes authorizing electronic requests from one or more customer users *wherein the one or more customer users include users associated with insurance companies seeking a quote from the reinsurance company for reinsuring insurance policies underwritten by the insurance companies,* and providing data to an application server from the one or more customer users for the quote of reinsurance *wherein the data provided includes data relating to a specific insurance policy.* (Emphasis added.)

Moreover, neither Medina nor Harrell, considered alone or in combination, describe or suggest a method for quoting reinsurance for a reinsurance company that includes *automatically requesting whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy wherein the profitability analysis indicates whether the quoted reinsurance policy improves*

profitability of the insurance company associated with the specific insurance policy, and electronically communicating the quote for the reinsurance to the customer users including *electronically transmitting a reinsurance contract to the one or more customer users associated with the specific insurance policy*. (Emphasis added.)

Medina is described above. Harrell describes a storage media and method for transacting cargo insurance business in a network environment that includes an on-line automation of quoting, billing, certificate issuance, underwriting, and claims processing. The method also includes customer qualification and support services, in addition to data collection and analysis, for management report generation.

Claim 1 recites a method for quoting reinsurance for a reinsurance company that includes "authorizing electronic requests from one or more customer users, the one or more customer users including users associated with insurance companies seeking a quote from the reinsurance company for reinsuring insurance policies underwritten by the insurance companies…providing data to an application server from the one or more customer users for the quote of reinsurance, wherein the data provided including data relating to a specific insurance policy…automatically requesting whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy, wherein the profitability analysis indicating whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy…processing the data according to rules within a database networked with the application server, to generate the quote for the reinsurance for the specific insurance policy…and electronically communicating the quote for the reinsurance to the customer users including electronically transmitting a reinsurance contract to the one or more customer users associated with the specific insurance policy."

Neither Medina nor Harrell, considered alone or in combination, describe or suggest a method as recited in Claim 1. More specifically, neither Medina nor Harrell, alone or in combination, a method for quoting reinsurance for a reinsurance company that includes authorizing electronic requests from one or more customer users *wherein the one or more customer users include users associated with insurance companies seeking a quote from the*

reinsurance company for reinsuring insurance policies underwritten by the insurance companies, and providing data to an application server from the one or more customer users for the quote of reinsurance *wherein the data provided includes data relating to a specific insurance policy.* (Emphasis added.)

Moreover, neither Medina nor Harrell, considered alone or in combination, describe or suggest a method for quoting reinsurance for a reinsurance company that includes *automatically requesting whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy wherein the profitability analysis indicates whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy,* and electronically communicating the quote for the reinsurance to the customer users including *electronically transmitting a reinsurance contract to the one or more customer users associated with the specific insurance policy.* (Emphasis added.)

As stated above, Medina does not describe, suggest or even mention insurance or reinsurance. Harrell describes a method for transacting cargo insurance business in a network environment that includes an on-line automation of quoting, billing, certificate issuance, underwriting, and claims processing. However, Harrell does not make up for the deficiencies of Medina. Accordingly, it is submitted that Claim 1 is patentable over Medina in view of Harrell.

For at least the reasons set forth above, Claim 1 is submitted to be patentable over Medina in view of Harrell.

Claims 2-8 and 11-13 depend from independent Claim 1 which is submitted to be in condition for allowance. When the recitations of Claims 2-8 and 11-13 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 2-8 and 11-13 are also patentable over Medina in view of Harrell.

Claim 24 recites a software product comprising instructions, stored on computer-readable media, wherein the instructions, when executed by a computer, perform steps for quoting reinsurance for a reinsurance company, comprising the steps of "authorizing electronic requests from one or more customer users, the one or more customer users including users associated with

insurance companies seeking a quote from the reinsurance company for reinsuring insurance policies underwritten by the insurance companies...receiving data at an application server from the one or more customer users for the quote of reinsurance, wherein the data provided including data relating to a specific insurance policy...automatically requesting whether the customer users providing data relating to the specific insurance policy desire a profitability analysis for the reinsurance policy quoted for the specific insurance policy, wherein the profitability analysis indicating whether the quoted reinsurance policy improves profitability of the insurance company associated with the specific insurance policy...processing the data according to rules within a database to generate the quote for the reinsurance for the specific insurance policy...and electronically communicating the quote for the reinsurance to the customer users including electronically transmitting a reinsurance contract to the one or more customer users associated with the specific insurance policy."

Neither Medina nor Harrell, considered alone or in combination, describe or suggest a software product as recited in Claim 24. Claim 24, as herein amended, recites a software product comprising instructions, stored on computer-readable media, wherein the instructions, when executed by a computer, perform steps essentially similar to those recited in Claim 1. Thus, it is submitted that Claim 24 is patentable over Medina and Harrell for the reasons that correspond to those given with respect to Claim 1.

For at least the reasons set forth above, Claim 24 is submitted to be patentable over Medina in view of Harrell.

Claims 25-30 and 33-35 depend from independent Claim 24 which is submitted to be in condition for allowance. When the recitations of Claims 25-30 and 33-35 are considered in combination with the recitations of Claim 24, Applicants submit that dependent Claims 25-30 and 33-35 are also patentable over Medina in view of Harrell.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 1-8, 11-13, 24-30 and 33-35 be withdrawn.

The rejection of Claims 9-10 and 31-32 under 35 U.S.C. § 103(a) as being unpatentable over Medina in view of Harrell and further in view of www.ereinsure.com (2002) ("Ereinsure") is respectfully traversed.

Medina and Harrell are described above. Ereinsure describes a web-hosted software application for placing reinsurance.

Claims 9-10 depend from independent Claim 1. Claim 1 is recited hereinabove.

As discussed above, neither Medina nor Harrell, alone or in combination, describe or suggest a method as recited in Claim 1. Ereinsure does not make up for the deficiencies of Medina or Harrell. Accordingly, for at least the reasons set forth above, Applicants respectfully submit that Claim 1 is patentable over Medina in view of Harrell and Ereinsure.

When the recitations of Claims 9-10 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 9-10 likewise are patentable over Medina in view of Harrell and Ereinsure.

Claims 31-32 depend from independent Claim 24. Claim 24 is recited hereinabove.

As discussed above, neither Medina nor Harrell, alone or in combination, describe or suggest a software product as recited in Claim 24. Ereinsure does not make up for the deficiencies of Medina or Harrell. Accordingly, for at least the reasons set forth above, Applicants respectfully submit that Claim 24 is patentable over Medina in view of Harrell and Ereinsure.

When the recitations of Claims 31-32 are considered in combination with the recitations of Claim 24, Applicants submit that dependent Claims 31-32 likewise are patentable over Medina in view of Harrell and Ereinsure.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 9-10 and 31-32 be withdrawn.

The rejection of Claim 19 under 35 U.S.C. § 103(a) as being unpatentable over Medina in view of Ereinsure is respectfully traversed.

Medina and Ereinsure are described above.

Claim 19 depends from independent Claim 16. Claim 16 is recited hereinabove.

As discussed above, Medina does not describe or suggest a method a system as recited in Claim 16. Ereinsure does not make up for the deficiencies of Medina. Accordingly, for at least the reasons set forth above, Applicants respectfully submit that Claim 16 is patentable over Medina in view of Ereinsure.

When the recitations of Claim 19 are considered in combination with the recitations of Claim 16, Applicants submit that dependent Claim 19 likewise is patentable over Medina in view of Ereinsure.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claim 19 be withdrawn.

The rejection of Claims 14-15 and 36-37 under 35 U.S.C. § 103(a) as being unpatentable over Medina in view of Harrell and further in view of Apte et al. (U.S. Patent No. 5,970,464) ("Apte") is respectfully traversed.

Medina and Harrell are described above. Apte describes a computer implemented method of underwriting profitability analysis that delivers the analytic process to a wide cross section of insurance decision makers. The underwriting profitability analysis system leverages an existing investment in databases and improves underwriting business processes. Data mining techniques are applied to historical policy and claims to extract rules that describe policy holders with homogeneous claim frequency and severity characteristics. These rule sets are used to classify policy holders into distinct risk groups, each with its own set of characteristics, including pure premium. Breaking up a book of business into segments allows identification of sub-populations of policy holders that distinctly deviate from the expected normal pure premium. This identification allow the insurance business analysts to interactively adjust eligibility criteria

and examine altered characteristics of the covered segments until satisfactory. The system is implemented on a client server using network centric language technology.

Claims 14-15 depend from independent Claim 1. Claim 1 is recited hereinabove.

As discussed above, neither Medina nor Harrell, alone or in combination, describe or suggest a method as recited in Claim 1. Apte does not make up for the deficiencies of Medina or Harrell. Accordingly, for at least the reasons set forth above, Applicants respectfully submit that Claim 1 is patentable over Medina in view of Harrell and Apte.

When the recitations of Claims 14-15 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 14-15 likewise are patentable over Medina in view of Harrell and Apte.

Claims 36-37 depend from independent Claim 24. Claim 24 is recited hereinabove.

As discussed above, neither Medina nor Harrell, alone or in combination, describe or suggest a software product as recited in Claim 24. Apte does not make up for the deficiencies of Medina or Harrell. Accordingly, for at least the reasons set forth above, Applicants respectfully submit that Claim 24 is patentable over Medina in view of Harrell and Apte.

When the recitations of Claims 36-37 are considered in combination with the recitations of Claim 24, Applicants submit that dependent Claims 36-37 likewise are patentable over Medina in view of Harrell and Apte.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 14-15 and 36-37 be withdrawn.

The rejection of Claims 20-21 under 35 U.S.C. § 103(a) as being unpatentable over Medina in view of Apte is respectfully traversed.

Medina and Apte are described above.

Claims 20-21 depend from independent Claim 16. Claim 16 is recited hereinabove.

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As discussed above, Medina does not describe or suggest a method a system as recited in Claim 16. Apte does not make up for the deficiencies of Medina. Accordingly, for at least the reasons set forth above, Applicants respectfully submit that Claim 16 is patentable over Medina in view of Apte.

When the recitations of Claims 20-21 are considered in combination with the recitations of Claim 16, Applicants submit that dependent Claims 20-21 likewise are patentable over Medina in view of Apte.
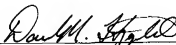
For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 20-21 be withdrawn.

In addition to the arguments set forth above, Applicants further traverse assertions of obviousness within the instant Office Action. For example, Applicants respectfully traverse the assertion that "it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include a method of electronically communicate insurance quotes to customers as taught by Harrell with the motivation of allowing an insurer to automate quoting an insurance policy online". (See page 6 of the Office Action, and pages 9, 10, 13, 14, 16, 17, and 19 of the Office Action). The United States Supreme Court has recently held that obviousness rejections must be supported with "articulated reasoning with some rational underpinning to support the conclusion of obviousness." See KSR International Co. v. Teleflex, Inc., slip Opinion at page 14. The present rejection does not appear to meet this standard as it reflects no articulate reasoning why the independent or dependent claims are believed to be obvious, but rather is stated in the form of a conclusion of obviousness. Applicants accordingly request specific explanation and articulation regarding the reasoning and rational underpinning for any obviousness rejection of the claims. It is not believed that adequate reasons why the presently claimed invention is believed to be obvious have been provided on the present record.

For at least the reasons set forth above, Applicants respectfully request that the rejections of Claims 1-37 be withdrawn.

In view of the foregoing amendments and remarks, all the claims now active in the application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,

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